# **Dependent Group Life Insurance Plan**

# Offered by United of Omaha Life Insurance Company to the employees of



Revised January 1, 2005

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward Your completed claim form to:

United of Omaha Representative c/o Sandia National Laboratories P.O. Box 5800 MS 1021 Albuquerque, NM 87185-1021

#### **CLAIM ASSISTANCE**

If You need assistance with filing Your claim or an explanation of how Your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have Your policy number available. Your policy number is GLUG-3E76.

Dependent Group Life Insurance provides protection against the expenses resulting from the death of a covered spouse or child. With this program from United of Omaha, employees can choose one of five coverage options.

This booklet summarizes operations, benefits, claim filing procedures and other provisions of interest of the Dependent Group Life Insurance Plan. More detailed information is contained in the official Dependent Group Life Insurance Plan documents, which govern the operation of the Dependent Group Life Insurance Plan.

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#### **CERTIFICATE OF INSURANCE**

### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No. GLUG-3E76 (policy) has been issued to Sandia National Laboratories (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if the dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any previous Certificate issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Thay

Chairman and CEO

Corporate Secretary

#### **DEFINITIONS**

When used in the policy or Your certificate:

Our, We, Us means the United of Omaha Life Insurance Company.

You, Your means an employee or member who is insured under the policy.

**Insured Person** means You and/or Your dependents who are insured under the policy.

Sickness means a disease, disorder or condition, which requires treatment by a physician.

**Injury** means an accidental bodily injury which requires treatment by a physician. It must result in loss independently of sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Policyholder means Sandia National Laboratories.

**Total Disability, Totally Disabled or Disabled** means that because of an injury or sickness You are completely and continuously unable to perform any work or engage in any occupation.

Rider means a provision added to the policy or Your certificate to expand or limit benefits or coverage.

#### **PAYMENT OF CLAIMS**

#### **How to File Claims**

Before benefits are paid, United of Omaha Life Insurance Company must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give United of Omaha the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from Sandia's On-Site United of Omaha Representative - Mail Stop 1021 or through United of Omaha's website at <a href="https://www.mutualofomaha.com">www.mutualofomaha.com</a>.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When United of Omaha receives the request, United of Omaha will send a claim form for filing proof of loss. If United of Omaha does not send it within 15 days, You can meet the proof of loss requirement by giving United of Omaha a written statement of what happened. United of Omaha must receive a written statement within the time shown in 3 below.

- 2. Next, the claim form is to be completed by You and signed. If required by the form, the Sandia Life Insurance Administrator (Mail Stop 1021) will complete and sign the part of the form requiring verification of coverage. This must be completed prior to submission of the claim. You will need a certified death certificate to submit with Your claim.
- 3. Finally, the claim form is to be returned to United of Omaha. The claim form is due:
  - (a) within 90 days after the loss occurs; or
  - (b) as soon as reasonably possible.

#### When Claims are Paid

Policy benefits will be paid in accord with the Basic Provisions of the Dependent Group Life Insurance Plan as soon as United of Omaha receives acceptable proof of loss.

#### STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the policy;
- (b) Sandia's application attached to the policy; and
- (c) any application for You or Your dependents.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time United of Omaha and Sandia both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any insured person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the policy; and
  - (3) signed by one of United of Omaha's officers.

A change may affect any class of insured person.

United of Omaha has sole authority to administer the policy, including determination of eligibility, claim administration and evaluation, approval or denial of claims, and administration of appeals.

#### **Applications**

United of Omaha may use misstatements or omissions in the application of an insured person to contest the validity of insurance, reduce coverage or deny a claim; but United of Omaha must first furnish You or Your beneficiary with a copy of that application. United of Omaha will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if You or Your dependent is not eligible for insurance, there is no time limit on United of Omaha's right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

#### **Legal Actions**

No legal action can be brought until at least 60 days after United of Omaha has been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

# **Basic Provisions of the Dependent Group Life Insurance Plan**

Underwriter The Dependent Group Life Insurance Plan is underwritten by United of

Omaha, a Mutual of Omaha Company.

**Plan Effective Date** November 1, 1990 for nonrepresented employees.

March 1, 1991 for represented employees.

January 1, 2003 for limited-term, post-doctoral, and sabbatical employees.

Employees Included All eligible regular, limited-term, post-doctoral, or full-time, year-round

faculty sabbatical employees. Refer to the Becoming Eligible section on

page 6 for additional information.

Participation in this program is completely voluntary by the employee.

**Coverage Options** Employees choose from a variety of coverage options.

OPTION	WHO IS COVERED	COVERAGE AMOUNTS	MONTHLY CONTRIBUTIONS
Option I:	Spouse Child(ren)	\$ 6,000 \$ 2,000	\$1.31
Option II:	Spouse	\$10,000	\$2.44
	Child(ren)	\$ 4,000	
Option III:	Spouse Child(ren)	\$20,000 \$ 4,000	\$3.95
Option IV:	Spouse Only	\$20,000	\$3.89
Option V:	Child(ren) Only	\$ 4,000	\$ .47

#### **Plan Administration**

The Dependent Group Life Insurance Plan is underwritten by United of Omaha, located in Omaha, Nebraska 68175. The master contract between Sandia and United governs the operation of the Plan at all times.

Sandia's role with respect to this policy is to permit United of Omaha to publicize the program to employees, to collect premiums through payroll deductions, and to remit them to United of Omaha.

#### **Important Notice**

Benefits under this insurance program are in addition to any other life insurance. This insurance will provide extra protection for You and Your family, but it should not be considered as a substitute for regular life insurance in Your estate planning.

# Who is Eligible and When Is the Effective Date of Coverage?

#### **Eligible Dependents**

Your eligible dependents are:

- (a) Your wife or husband, except if You are legally separated,
- (b) Your unmarried children from birth (excluding a stillborn child) to age 21.
- (c) Your unmarried children 21 years of age and under age 24 provided they are full-time students and dependent upon You for support,
- (d) unmarried children incapable of self-support due to mental or physical handicap.

#### **Definition of "Children"**

The term "Children" will include:

- (a) Your natural children or legally adopted children,
- (b) stepchildren residing in Your household and
- (c) children who reside in Your household under a legally declared guardianship arrangement.

**NOTE:** Dependent child(ren), husband, or wife serving in the military forces of any country are not eligible.

# **Incapacitated Child**

The insurance for a mentally or physically incapacitated child who attains the 19th birthday while insured under the policy may be continued if the child:

- (a) is chiefly dependent on You for support; and,
- (b) is not capable of self-sustaining employment.

The insurance will continue only if You provide proof of the child's incapacity:

- (a) not later than 31 days prior to the child's attainment of his/her 19th birthday; and,
- (b) thereafter as may be required, but not more often than once every two years.

If Your enrolled dependent is an incapacitated child, Your coverage for this child will automatically continue at and beyond age 19 as long as he or she became incapacitated prior to age 19, continues to be incapacitated, and provided coverage does not terminate for any other reason. Your child will be considered incapacitated if he or she is unable to earn his or her own living because of a mental or physical impairment and he or she depends chiefly on You for support and maintenance. You may be periodically asked for proof that Your child remains incapacitated.

#### **Becoming Insured**

If You enroll for Dependent Group Life Insurance within 31 days of the date You become eligible, insurance becomes effective on the first day of the month following Your first payroll deduction for the coverage. If You are absent from work on that day, Your dependents will become insured on the day You return to work.

You should enroll promptly. If You enroll more than 31 days after the date You become eligible, You must satisfy United of Omaha that each of Your dependents are in good health before they can become insured. In that case, each dependent may be asked to submit to a medical examination at Your own expense.

Employees may add coverage within 31 days of birth to insure first time dependents. Enrollment information and forms may be obtained from Sandia's On-Site United of Omaha Representative - Mail Stop 1021 or by calling the Denver Group Office at 1-866-399-3786.

#### **Becoming Eligible**

You will be eligible for the Dependent Group Life Insurance Plan on the Plan Effective Date for Your job classification, the date of Your employment or on the date You acquire eligible dependents, whichever is the later date.

A husband and wife who are both employees of Sandia may each enroll for full coverage under this Dependent Group Life Insurance Plan. If You currently have dependent coverage, additional dependents will automatically be covered.

# Confinement/ Disability Rule

Insurance for a dependent who:

- (a) is hospital confined;
- (b) is confined in any institution or facility (other than a hospital) or at home or elsewhere due to an Injury or Sickness; or
- (c) is Disabled either physically or mentally, to the extent of:
  - (1) being unable to perform all of the usual and customary duties and activities (the "normal activities") of a person of the same age and sex who is in good health; and/or
  - (2) not being able to engage in any work or occupation for wages or profit;

will not take effect in the case of paragraphs (a) or (b) above, until such confinement ends and/or is no longer medically necessary, as determined by Our medical staff and/or an independent medical review, and in the case of paragraph (c) above, until the full resumption of all normal activities and/or return to active work.

Paragraph (c) of the Confinement/Disability Rule does not apply to Your eligible dependents:

- (1) insured under a group life plan sponsored by the Policyholder on the day immediately preceding the effective date of this Policy; and
- (2) insured by Us on the effective date of this Policy.

This Confinement/Disability Rule does not apply to Your dependent child born while You are insured under this Policy.

#### **Changing Benefit**

If You desire to increase Your coverage under the Dependent Group Life Insurance Plan for Your dependents, You will need to contact the Denver Group Office at 1-866-399-3786 for information. You will need to complete an Evidence of Insurability (EOI) form for processing. A determination for approval will be reviewed. If evidence is acceptable to Us, We will determine the day the increased amount of insurance begins.

# What Is the Procedure for Obtaining Benefits?

#### When Benefits Are Payable

Benefits are payable to You in the event of the death of Your insured dependent in an amount determined in accordance with the option You chose. If You are not living at that time, payment will be made to Your executors or administrators. Benefit options are outlined on page 5.

#### **Procedure To Obtain Benefits**

All claim forms to obtain benefits under the Dependent Group Life Insurance Plan may be obtained from Sandia's On-Site United of Omaha Representative - Mail Stop 1021, or by calling the Denver Group Office at 1-866-399-3786 or through United of Omaha's website at www.mutualofomaha.com.

To expedite claim processing, instructions on the claim form should be followed carefully. All questions should be answered fully, including the completion or attachment of any required medical statements and certificates of health.

When the claim has been processed and allowed by United of Omaha, You will receive a lump-sum benefit. If any benefits have been denied or there is a questions about a claim payment, a written explanation will be sent.

# When Does Coverage Under the Dependent Group Life Insurance Plan Stop?

#### **Termination of Coverage**

Your Dependent Group Life Insurance Plan terminates on the earlier of the following:

- 1. The last day of the month for which You paid a premium through payroll deduction at Sandia;
- 2. When You are no longer eligible or when this group policy terminates; or
- 3. When a dependent ceases to be an eligible dependent as defined.
- 4. However, if You are currently under Your employer's Sickness Absence program, Your insurance will not end until the specific date designated by Your employer.

# What if I Want To Cancel Coverage?

You can cancel Your insurance at any time by obtaining a cancellation card from the Sandia Benefits Customer Service Center (BCSC) at 505-845-2363 or by calling the Denver Group Office at 1-888-399-3786.

It is Your responsibility to cancel insurance if a dependent is no longer eligible. Any premium withheld or remitted due to Your inaction for more than 90 days after coverage expires is not refundable.

In the event of such cancellation, Your insurance coverage will cease automatically at the end of the last month for which You paid a premium through payroll deduction.

# **How Is Dependent Group Life Insurance Coverage Continued?**

#### **Coverage During Leave of Absence**

In the event of a Sandia approved leave of absence for other than active duty in the Armed Forces, You may continue Your Dependent Group Life Insurance Plan for the period of the leave of absence, provided You make the required contributions in advance.

#### **Coverage During Disability**

If You become disabled, coverage will continue as long as You continue to make the required contribution for up to one year from the time the disability begins (i.e., from the time Sickness Absence payments begin).

# **Termination and Conversion of Insurance**

If coverage for Your dependents cease because:

- (a) You terminate employment;
- (b) You die; or
- (c) Your dependent ceases to meet the eligibility requirements for an eligible dependent,

Your dependent may convert part of all of the applicable coverage to an individual policy issued by United of Omaha without a medical examination. Your dependent must apply for conversion within 31 days after coverage terminates.

If the group policy is terminated or amended to terminate the coverage of any class of insured dependent, then each dependent whose coverage is terminated and who has been continuously insured under the Plan for at least five years may also convert to an individual policy issued by United of Omaha without a medical examination. The amount of such individual policy may not exceed the lesser of:

(a) the terminating amount of Your dependent's coverage less any group life insurance for which the dependent is or becomes eligible within the following 31 days; and(b) \$10,000.

Your dependent must apply for conversion within 31 days after coverage terminates.

# **Claim Review and Appeal Procedures**

(As Federally Mandated)

#### **Claim Review Procedures**

Once United of Omaha receives information necessary to evaluate the claim, United of Omaha will make a decision within the time periods set forth below. Please refer to the Payment of Claims provision of the Policy.

In the event an extension is necessary due to matters beyond United of Omaha's control, United of Omaha will notify the person submitting the claim of the extension and the circumstances requiring the extension. Extensions are limited as set forth below.

If an extension is necessary due to failure to submit complete information, United of Omaha will notify the person submitting the claim of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for United of Omaha to continue processing the claim, the missing information must be provided to United of Omaha within the time periods set forth below.

United of Omaha may contact the person submitting the claim at any time for additional details about the processing of the claim.

#### **Claim Review Decisions**

- (a) Initial review: United of Omaha will notify the person submitting the claim of United of Omaha's claim decision within 45 days after United of Omaha's receipt of the claim, unless additional information is requested as set forth below;
- (b) Extension period: 30 days; and
- (c) Maximum number of extensions: two.

If additional information is needed, United of Omaha will notify the person submitting the claim within 30 days of United of Omaha's receipt of the claim. Once United of Omaha's request for additional information is received, the person submitting the claim will have 45 days to submit the additional information to United of Omaha. United of Omaha will have a total of 105 days (which includes an additional 30-day extension, if necessary, due to circumstances beyond United of Omaha's control) to process the claim. If United of Omaha does not receive the additional information within the specified time period, United of Omaha will make United of Omaha's determination based on the available information.

#### **Claim Denials**

If a claim is denied or partially denied, the person submitting the claim will receive a written or electronic notice of the denial that will include:

- (a) the specific reason(s) for the denial;
- (b) reference to the specific Policy provisions on which the denial is based;
- (c) if applicable, a description of any additional material or information necessary to complete the claim and the reason United of Omaha needs the material or information;

- (d) a description of the appeal procedures; including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- (e) any other information which may be required under state or federal laws and regulations.

### **Opportunity To Request An Appeal**

The person submitting the claim may appeal United of Omaha's claim review decision in accordance with this Claim Review and Appeal Procedures provision. As part of the appeal, United of Omaha will perform a full and fair review of the decision.

The request for an appeal can be submitted to United of Omaha in writing, electronically, or orally and should include any additional information that the person submitting the claim believes should have been considered by United of Omaha.

The request for an appeal should include:

- (a) the name of the person for whom the claim has been submitted;
- (b) the name of the person filing the appeal;
- (c) the policy number; and
- (d) the nature of the appeal.

United of Omaha will establish and maintain procedures for hearing, researching, recording and resolving any appeal. The notification of United of Omaha's claim review decision will include instructions on how and where to submit an appeal.

The person submitting the claim will:

- (a) have 180 days from receipt of notification to submit a request for an appeal;
- (b) be provided the opportunity to submit written comments, documents, records and other information relating to the claim; and
- (c) be provided, upon request and free of charge, reasonable access to and copies of documents, records and other information relevant to the claim.

In reviewing the appeal, United of Omaha will consider all comments, documents, records and other information submitted without regard to whether such information was submitted or considered in the claim decision.

A request for an appeal authorizes United of Omaha, or anyone designated by United of Omaha, to review records relevant to the claim.

### United of Omaha's Response To An Appeal

Once United of Omaha receives a request for an appeal, United of Omaha will respond within 45 days, unless additional information is requested. If additional information is requested, the following extensions apply:

- (a) extension period: 45 days; and
- (b) maximum number of extensions: one.

United of Omaha will has a total of 90 days to process the appeal.

When United of Omaha makes United of Omaha's decision, the person submitting the claim will be provided with:

- (a) information regarding United of Omaha's decision; and
- (b) information regarding other internal or external appeal or dispute resolution alternatives, if available, including any required state mandated appeal rights.

# **Forms Document**

The provisions of this Certificate-Booklet are comprised of the forms indicated below which have been filed with the Nevada Insurance Department.

FORM NAME	FORM NO(S)
CERTIFICATE OF INSURANCE	10813GCB-EZ
DEFINITIONS	7001GD-EZ 93 No. 5
RIDER	2024GR-EZ
CLAIMS REVIEW AND APPEAL PROCEDURES	SPD Claims Life

Group Policy Number GLUG-3E76

